

# **CITY OF HARRISONBURG, VIRGINIA**

## **STANDARD FORMS OF LEGAL EASEMENT AGREEMENT (GUIDE FORM)**

The attached guide forms for standard legal easement agreements have been prepared to assist the legal community in preparing easement agreements with the City of Harrisonburg. These forms may be modified to address site specific conditions. All modifications must be in a form acceptable to the City Attorney.

**STANDARD FORMS OF LEGAL AGREEMENT**

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**CERTIFICATE OF AUTHENTICITY**

The attached instrument is a true and correct copy of the instrument, which will be duly executed and recorded among the land records of Rockingham County, Virginia, along with the approved plat for \_\_\_\_\_.

\_\_\_\_\_, Applicant  
By: \_\_\_\_\_ Date: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF \_\_\_\_\_, TO WIT:

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction, \_\_\_\_\_, whose name is signed to the affixed Certificate of Authenticity dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

THIS DEED OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20, by and between \_\_\_\_\_ (individuals, partnership, or corporation), GRANTOR; City of Harrisonburg, a Virginia municipal corporation, GRANTEE; \_\_\_\_\_, TRUSTEE (S), either one of whom may act; and \_\_\_\_\_ BENEFICIARY;

WITNESSETH:

WHEREAS, the GRANTOR is the owner of certain real property (the Property) as shown on the City Block Maps on Sheet \_\_\_\_\_, Block \_\_\_\_\_, Parcel \_\_\_\_\_, and being more particularly described as shown on a plat, dated \_\_\_\_\_, entitled "\_\_\_\_\_", and prepared by \_\_\_\_\_, L.S., (the Plat), which Plat is attached hereto and made a part hereof. The Property is situate in the City of Harrisonburg, Virginia; the Grantor having acquired the Property by deed dated \_\_\_\_\_, and recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book \_\_\_\_\_, Page \_\_\_\_\_; and

WHEREAS, it is the desire and intent of the Grantor to grant and convey unto the Grantee, the easements in the locations as shown on the attached Plat an as hereinafter provided; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust, dated \_\_\_\_\_, and recorded in the aforesaid Clerk's Office in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, (Deed of Trust), wherein the Property was conveyed unto the Trustee (s), either of whom may act, in trust, to secure a certain indebtedness to \_\_\_\_\_, (the Beneficiary), as more specifically set forth therein;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, it successors and assigns, the easements as hereafter set forth in the respective locations shown on the Plat and incorporated herein by reference as follows:

***Select from the easement language packages those easement which are specifically shown on the subject Plat. Language has been prepared for those easements listed below. The entire easement language package for the specific easements selected must be reproduced here.***

Prepared Easement Language Packages:

1. *Public Storm Drainage Easement .....H-8*

- 2. *Waterline Easement* ..... H-9
- 3. *Sanitary Sewer Easement* ..... H-11
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THAT for and in further consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Trustee (s), as authorized to act by the Beneficiary, as shown by its execution hereto, do freely agree that the lien of said Deed of Trust be and the same is hereby subordinated to the easements created herein.

Witness the following signatures and seals:

Pursuant to Section 15.2-1803 of the Code of Virginia (1950), as amended, the interest in real estate conveyed by this deed is accepted on behalf of the City of Harrisonburg, Virginia, by the City Manager, as authorized by the City Council.

ACCEPTING on behalf of the City of Harrisonburg, Virginia

\_\_\_\_\_ Kurt D. Hodgen, City Manager

COMMONWEALTH OF VIRGINIA  
 COUNTY OF \_\_\_\_\_, TO WIT:

I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction, \_\_\_\_\_, whose name is signed to the affixed Certificate of Authenticity dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Notary Public

My commission expires:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
GRANTOR

(SEAL)

\_\_\_\_\_  
GRANTOR

Or if partnership or corporation

\_\_\_\_\_  
(Name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, TRUSTEE

\_\_\_\_\_, TRUSTEE

\_\_\_\_\_  
(Beneficiary)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_  
\_\_\_\_\_

(Individual Acknowledgement)

STATE OF VIRGINIA,

COUNTY/CITY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Trustee Acknowledgement)

STATE OF VIRGINIA,

COUNTY/CITY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Trustee (s).

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Partnership, Corporate, and Beneficiary Acknowledgement)

STATE OF VIRGINIA,

COUNTY/CITY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ on behalf of said (partnership, corporation, or bank).

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## 1. Public Storm Drainage Easement

Easement for the purpose of installing, constructing, operating, maintaining, adding to, or altering present or future storm drainage ditches, lines, or other drainage structures and facilities, plus necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through, across and upon the Property, said easement being more particularly bounded and described on the Plat.

The above-described storm drainage easement is subject to the following conditions:

1. All drainage lines and appurtenant facilities, which are installed in the easement, shall be and remain the property of the City, its successors and assigns.
2. The City and its agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right to access to and from the easement, provided that areas disturbed by the City shall be restored by backfilling of trenches and replacing surface conditions "in kind", except those items subject to removal in item 3 below. Grantor agrees that City or its agents can use existing gates or entrances for the most direct, but minimum impact, access to the easement.
3. The City shall have the right to act and then to recover cost from the responsible party, or to require the responsible party, to trim, cut, or prune trees and shrubbery, and to temporarily relocate or permanently remove the vegetation as referenced, utilities, fences, structures, or other obstructions or facilities within the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said storm drainage facilities. Pavement, sidewalk and grass/sod shall not be considered as presenting interference to the rights herein established.
4. Owner reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the City for the purposes named; provided, however, the Owner shall comply with all applicable ordinances and regulations and item 3 above. However, the Owner shall be exempted to placement restrictions and relocation costs for fences and structures that can be readily moved.
5. There shall be no other utilities constructed within or above the storm drainage easement except by written permission of the head of the City Public Works Department, which is responsible for its perpetual maintenance.
6. This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

This Deed further witnesseth that for an in consideration of the premises and the of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner grants and conveys, in fee simple, to the City all appurtenances and facilities located within the above-described easements.

## 2. Waterline Easement

Easement for the purpose of installing, constructing, increasing or decreasing the size, operating, maintenance, adding to, or altering present or future water mains, including fire hydrants, valves, meters, service connections and other appurtenant facilities for the transmission and distribution of water through and across the property, said easement being more particularly bounded and described on the Plat.

The above-described waterline easement is subject to the following conditions:

1. All water mains, waterlines, service connections from the main to the meter and appurtenant facilities, which are installed in the easement, shall be and remain the property of the City, its successors and assigns.
2. The City and its agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right to access to and from the easement, provided that areas disturbed by the City shall be restored by backfilling of trenches and replacing surface conditions "in kind", except those items subject to removal in item 3 below. Grantor agrees that City or its agents can use existing gates or entrances for the most direct, but minimum impact, access to the easement.
3. The City shall have the right to act and then to recover cost from the responsible party, or to require the responsible party, to trim, cut, or prune trees and shrubbery, and to temporarily relocate or permanently remove the vegetation as referenced, utilities, fences, structures, or other obstructions or facilities within the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said water mains, waterlines, and appurtenant facilities. Pavement, sidewalk and grass/sod shall not be considered as presenting interference to the rights herein established.
4. Owner reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the City for the purposes named; provided, however, the Owner shall comply with all applicable ordinances and regulations and item 3 above. However, the Owner shall be exempted to placement restrictions and relocation costs for fences and structures that can be readily moved.
5. Any utilities that cross the easement on the horizontal plane at less than or equal to 45 degrees from perpendicular to the waterline shall be deemed not to interfere with the rights granted by this easement to the City, provided that the utility is installed in strict compliance with the requirements of the City's Design and Construction Standards Manual
6. Utilities and obstructions prohibited upon the easement, as conveyed in items 3,4 and 5 above, may be allowed by mutual enter of the City and the encroaching party into an "indemnification and cost recovery agreement".
7. This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

This Deed further witnesseth that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner grants and conveys, in fee simple, to the City all appurtenances and facilities located within the above-described easements.

### **3. Sanitary Sewer Easement**

Easement for the purpose of installing, constructing, increasing or decreasing the size, operating, maintenance, adding to, or altering present or future sanitary sewer lines, including manholes, building service laterals other appurtenant facilities for the collection of sanitary sewage and its transmission through and across the Property, as shown on the Plat.

The above-described sanitary sewer easement is subject to the following conditions:

1. All sewer lines and appurtenant facilities, which are installed in the easement, except building service laterals, shall be and remain the property of the City, its successors and assigns.
2. The City and its agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right to access to and from the easement, provided that areas disturbed by the City shall be restored by backfilling of trenches and replacing surface conditions "in kind", except those items subject to removal in item 3 below. Grantor agrees that City or its agents can use existing gates or entrances for the most direct, but minimum impact, access to the easement
3. The City shall have the right to act and then to recover cost from the responsible party, or to require the responsible party, to trim, cut, or prune trees and shrubbery, and to temporarily relocate or permanently remove the vegetation as referenced, utilities, fences, structures, or other obstructions or facilities within the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said sanitary sewer mains, manholes, building service laterals other appurtenant facilities. Pavement, sidewalk and grass/sod shall not be considered as presenting interference to the rights herein established.
4. Owner reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the City for the purposes named; provided, however, the Owner shall comply with all applicable ordinances and regulations and item 3 above. However, the Owner shall be exempted to placement restrictions and relocation costs for fences and structures that can be readily moved.
5. Any utilities that cross the easement on the horizontal plane at less than or equal to 45 degrees from perpendicular to the sanitary sewer shall be deemed not to interfere with the rights granted by this easement to the City, provided that the utility is installed in strict compliance with the requirements of the City's Design and Construction Standards Manual
6. Utilities and obstructions prohibited upon the easement, as conveyed in items 3,4 and 5 above, may be allowed by mutual enter of the City and the encroaching party into an "indemnification and cost recovery agreement".
7. This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

This Deed further witnesseth that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner grants and conveys, in fee simple, to the City all appurtenances and facilities located within the above-described easements.

#### **4. Sight Distance Easement**

A sight distance easement for the purpose of providing and maintaining unobstructed sight for vehicular and pedestrian safety as shown on the Plat. No fences, shrubbery, structures, fill materials or other facilities shall be placed within the bounds of said easement, unless sufficiently detailed plans for such fences, shrubbery, structures, or other facilities are first approved by the City Engineer. The City shall have the right to trim, maintain, and/or remove any and all plantings or other facilities deemed by it to be an obstruction within the easement; provided, however, that the City at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the removal of obstructions, and maintenance of said sight distance easement. Such restoration shall include the reseeding or resodding of lawns or pasture areas within and outside the easements, and the replacement of structures and other facilities located outside the easement, but shall not include the replacement of fences, shrubbery, structures, trees, and other facilities located within the easement.

This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

## **5. Temporary Construction Easement**

Temporary easements for the purpose of installing, constructing, increasing or decreasing the size operating, maintaining, adding to, or altering present or future sanitary sewer/water/storm drainage lines, including sections of connection lines, owned by the City plus necessary inlet structures, manholes, and appurtenances; said easements being more particularly bounded and described on the Plat. These temporary easements shall automatically become null and void upon completion of work and acceptance of the work by the City.

This easement shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

## **6. Temporary Turnaround Easement**

A temporary turnaround easement as more particularly bounded and described on the plat during the period of construction and during any subsequent period in which maintenance, repairs, or reconstruction thereof may be necessary, to become null and void upon completion of the extension of the street identified on the Plat as \_\_\_\_\_ and acceptable of said extension by the City.

This easement shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

This Deed further witnesseth that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner grants and conveys, in fee simple, to the City all appurtenances and facilities located within the above-described easements.

## **7. Temporary Grading Easement**

A temporary grading easement for the purpose of the necessary grading through and across the property of Owner as more particularly bounded and described on the Plat. This temporary grading easement shall become null and void (at such time as construction and grading is complete) or (upon the recordation of a plat showing the dedication of a future extension of the street and acceptance of said street by the City).

This easement shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

## 8. Public Ingress and Egress Easement

An easement for ingress and egress over and across the Property (Subdivision \_\_\_\_\_ Section \_\_\_\_\_ Lots \_\_\_\_\_ through \_\_\_\_\_, inclusive, Section \_\_\_\_\_, Phase \_\_\_\_\_), for the purpose of providing and maintaining public safety, it being recognized that maintaining safety and order is a primary governmental concern, said easements being more particularly bounded and described on the Plat.

This easement shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the City, its successors and assigns.

## 9. Utility Easement

Easement for the purpose of installing, constructing, increasing, or decreasing the size, operating, maintenance, adding to, or altering present or future utilities, including water, sanitary sewer, storm sewer, electric, natural gas, television cable, telephone cable or others as deemed utility by the City of Harrisonburg through and across the property, said easement being more particularly bounded and described on the Plat.

The above-described utility easement is subject to the following conditions:

1. All utilities installed in the easement, shall be and remain the property of the City, its successors and assigns.
2. The City and its agents shall have full and free use of said easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easement including the right to access to and from the easement; Grantor agrees that City or its agents can use existing gates or entrances for the most direct access to the easement, for inspection and/or repairs.
3. The City and its assigned utilities shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient installation, construction, operation, and maintenance of said water mains, waterlines, and appurtenant facilities; provided, however, that the City and its assigned utilities at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of said utilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the easements, and the replacement of structures and other facilities located outside the easement, but shall not include the replacement of structures, trees, and other facilities located within the easement.
4. Owner reserves the right to make use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the City and its assigned utilities for the purposes named; provided, however, the Owner shall comply with all applicable City ordinances and regulations. The Owner shall not erect permanent buildings or structures within the easement except it be pavement or a fence or structure which can be readily moved.
5. This easement shall be perpetual and shall run with the land.

This easement shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the utilities, its successors and assigns.

This Deed further witnesseth that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the Owner grants and conveys, in fee simple, to the City all appurtenances and facilities located within the above-described easements.